

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

BlueLinx Services Inc.
4100 Wildwood Parkway
Atlanta, GA 30339

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) Georgia

Execution Date(s) July 7, 2010

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

- ☐ Yes
☒ No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Bank, National Association

Internal
Address: _____

Street Address: 12 East 49th Street

City: New York

State: NY

Country: USA

Zip: 10017

☒ Association Citizenship USA

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship

☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-udsaibany@wolterskluwers.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 575

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature

Mercedes Farinas
Signature

Mercedes Farinas
Name of Person Signing

7/23/10
Date

Total number of pages including cover sheet, attachments, and document. 11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$515.00 77662862

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARKS

Trademark	Registration/Application Number	Registration Date
Natural Traditions	3,030,550	12/13/2005
American Elegance	3,286,983	9/28/2007
BlueLinx (Block Letters)	3,060,757	2/21/2006
BlueLinx and Design	3,038,249	1/3/2006
Cedar Lane	3,001,742	9/27/2005
DOTS Design Mark	2,942,210	4/19/2005
Vision Pro	2,965,308	7/5/2005
Tough-Guard	3,207,628	2/13/2007
Tanza	3,140,549	9/5/2006
Moveze & Design	3,251,256	6/12/2007
Deckstimator & Design	3,361,509	1/1/2008
Design of a House in a Circle	2,990,684	8/30/2005
Beyond Distribution w/BLX DOT Design Logo	3,542,863	12/9/2008
PureBlue	3,613,406	4/28/2009
SteelLink	3,602,522	4/7/2009
Proline	77/662862	2/4/2009
Proline	77819112	9/3/2009
Doma	77906000	1/6/2009
Oncenter	77968119	3/25/2010
PureSky Solar	77951850	3/5/2010

SECURITY AGREEMENT FOR TRADEMARKS

THIS SECURITY AGREEMENT FOR TRADEMARKS (this "Agreement") dated July 7, 2010, is entered into between BLUELINX SERVICES INC., a Georgia corporation with offices at 4100 Wildwood Parkway, Atlanta, Georgia 30339 ("Pledgor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, successor by merger to Wachovia Bank, National Association, a national banking association, with an office at 12 East 49th Street, 43rd Floor, New York, NY 10017 ("Wells Fargo"), in its capacity as Administrative and Collateral Agent (in such capacity, "Pledgee") under the Loan Agreement (as defined below) with reference to the following.

W I T N E S S E T H:

WHEREAS, the financial institutions from time to time party thereto (the "Lenders") Wells Fargo, as administrative and collateral agent for the Lenders (in such capacity, "Administrative and Collateral Agent"), Pledgor and certain affiliates of Pledgor have entered into that certain Amended and Restated Loan and Security Agreement dated August 4, 2006 (as from time to time amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement" and, together with all agreements entered into in connection therewith, the "Financing Agreements");

WHEREAS, pursuant to the Loan Agreement, Administrative and Collateral Agent, the Lenders and the Bank Product Providers (as defined therein) have made and may in the future, in their discretion, make certain loans and advances and extend credit to Pledgor, subject to the terms and provisions of the Financing Agreements;

WHEREAS, Pledgor owns all right, title, and interest in and to, among other things, all the trademarks, United States trademarks and trademark registrations, the trademark applications and ITUs (as defined below), set forth on Exhibit A hereto (the "Trademarks"); and

WHEREAS, in order to secure the Obligations (as defined in the Loan Agreement), Pledgor has agreed to grant to Pledgee, for its own and the ratable benefit of the Lenders and Bank Product Providers, a security interest in the Trademarks and certain other assets with respect to the Trademarks, as further set forth herein, and Pledgee and the Lenders have requested that Pledgor enter into this Security Agreement to evidence such security interest.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received and to be received, as security for the full payment and performance of the Obligations, and to induce Pledgee, the Lenders and the Bank Product Providers to make loans and provide other financial accommodations to Pledgor, Pledgor hereby grants to Pledgee, for its own and the ratable benefit of the Lenders and the Bank Product Providers, a security interest in:

- (a) the Trademarks;

(b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;

(c) all trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");

(d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;

(e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;

(f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;

(g) all licenses and other agreements under which Pledgor is licensor, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

(h) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Pledgor hereby covenants with Pledgee as follows:

1. Pledgor's Obligations. Pledgor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Except as provided by law, neither Pledgee nor any Lender shall have any obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Pledgee or any Lender relating to the Collateral, nor shall Pledgee or any Lender be required to perform any covenant, duty, or obligation of Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Pledgor represents and warrants to Pledgee that:

(a) the Trademarks are the only U.S. registered trademarks or applications for trademarks in which Pledgor has any or all right, title and interest; and

(b) when this Agreement is filed correctly and with all necessary fees in the United States Patent and Trademark Office (the "Trademark Office") along with any Uniform Commercial Code financing statements, filed in the appropriate state office and the Pledgee and the Lenders have taken the other actions contemplated in this Agreement and by the Financing

Agreements, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee, for its own and the ratable benefit of the Lenders and Bank Product Providers, enforceable against Pledgor and all third parties, subject to no other mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of the Collateral; provided, however, that Pledgor will not be required to maintain or defend any Collateral which, in the exercise of its reasonable business judgment no longer has any material economic value. Pledgor will maintain the same standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgor maintained for such goods and services prior to entering into this Agreement. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark, in the exercise of its reasonable business judgment has material economic value, Pledgor shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Pledgor shall obtain rights to or be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Pledgor shall give Pledgee prompt notice thereof in writing. Pledgor shall notify Pledgee when it files with the Trademark Office a verified Statement of Use under Section 1(d) of the Lanham Act with respect to each of Pledgor's pending intent-to-use ("ITU") trademark applications, and until such time, Pledgee agrees that it shall not record this Agreement against any such ITU trademark application at the Trademark Office.

4. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee or any Lender. Pledgee in such event may collect directly any payments due to Pledgor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgor fails or refuses to execute and deliver such documents, Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Pledgor's behalf. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgor may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee or any Lender with respect to Pledgor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

5. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

6. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Pledgor and Pledgee. Pledgor hereby authorizes Pledgee to modify this Agreement by amending Exhibit A hereto to include any Future Trademarks.

7. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by Pledgor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

8. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Pledgor without the prior written consent of Pledgee as provided for under the Financing Agreements; and, provided further, that Pledgee and the Lenders may, subject to the terms of the Financing Agreements, assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

9. Release. At such time as Pledgor shall completely satisfy all of the Obligations in accordance with the Financing Agreements, and the Financing Agreements have been terminated, other than upon enforcement of Pledgee's remedies under the Financing Agreements after an Event of Default, Pledgee will execute and deliver to Pledgor a release or other instrument as may be necessary or proper to release and discharge the security interest granted herein by Pledgor to Pledgee, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto.

10. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

11. Notices. All notices, requests and demands to or upon Pledgor or Pledgee under this Agreement shall be given in the manner prescribed by the Financing Agreements.

12. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the

state and federal courts located in the Borough of Manhattan, County of New York, State of New York, whichever Pledgee may elect (except that Pledgee shall have the right to bring any action or proceeding against Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Pledgor or its property). PLEDGOR AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 12.

13. Counterparts, etc. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

14. Supplement. This Agreement is a supplement to, and is hereby incorporated into, the Financing Agreements and made a part thereof

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

PLEDGOR

BLUELINX SERVICES INC., a Georgia
corporation

By: H. Douglas Goff
Name: H. Douglas Goff
Title: Treasurer

PLEDGEE

WELLS FARGO BANK, NATIONAL
ASSOCIATION, successor by merger to Wachovia
Bank, National Association, as Administrative and
Collateral Agent

By: _____
Name: _____
Title: _____

[Trademark Security Agreement]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.


PLEDGOR

BLUELINX SERVICES INC., a Georgia
corporation

By: _____
Name: _____
Title: _____

PLEDGEE

WELLS FARGO BANK, NATIONAL
ASSOCIATION, successor by merger to Wachovia
Bank, National Association, as Administrative and
Collateral Agent

By: 
Name: Thomas A. Hart
Title: Vice President

{Trademark Security Agreement}

LICENSED TRADEMARKS

None

DOMAIN NAME REGISTRATIONS

None

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